

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2022-99-T - ORDER NO. 2022-300

MAY 13, 2022

IN RE: Application of Cougar Moving Company,	)	ORDER APPROVING
LLC for Approval to Amend Tariff (See	)	TARIFF AMENDMENTS
Docket No. 2012-284-T)	)	

**I. INTRODUCTION**

This matter comes before the Public Service Commission of South Carolina (Commission) by the March 8, 2022 Application of Cougar Moving Company, LLC, (Cougar Moving), seeking approval to amend its tariff. We approve the application as set forth in this Order.

**II. FACTS AND PROCEDURAL HISTORY**

By way of background, the Commission granted Cougar Moving Class E certification as a household goods mover in 2013, in Order No. 2013-16. Cougar Moving filed the current application on March 8, 2022, asking to amend its tariff.

The South Carolina Office of Regulatory Staff (ORS), a party of record pursuant to Section 58-41-10(B) of the South Carolina Code of Laws (Supp. 2021), notified the Commission on March 9, 2022, Christopher M. Huber, Esquire, would appear on behalf of ORS in this Docket.

On March 9, 2022, the Clerk's Office of the Commission issued a Notice of Filing summarizing the proposed tariff changes:

**1.1 Hourly Rates and Charges**

**Number of Movers:**

**Hourly Rate**

Labor Only	Not Regulated
Two Movers and Truck	\$114.00
Each Additional Mover	\$ 40.00 Per Hour
Additional Truck Charge	\$ 40.00 Per Hour
Travel Charge (less than 45 miles) – charge added	Additional 1.0 hour travel
Mileage (over 45 miles)	\$ 2.25 Per Mile
Overnight Fee	\$ 150.00 Per Night

4.1 College of Charleston, MUSC, The Citadel, Trident Technical College, Charleston Southern University (Student and Alumni) and Active Military Personnel

**Number of Movers:**

**Hourly Rate**

Labor Only	Not Regulated
Two Movers and Truck	\$104.00
Each Additional Mover	\$ 40.00 Per Hour
Travel Charge (less than 45 miles)	Additional 1.0 hour travel added
Mileage (over 45 miles)	\$ 2.25 Per Mile
Overnight Fee	\$ 150.00 Per Night
Additional Truck Charge	\$ 40.00 Per Hour

Gun Cabinet (200 lbs. + - \$125.00  
Gun Cabinet (400 lbs. + - \$225.00

Steel Gun Cabinet (600 lbs. +) - \$350.00  
Stainless Steel Refrigerator - \$250.00

The Notice of Filing required anyone interested in participating in the Docket as a party of record to file a petition to intervene by April 14, 2022. No party intervened. The Notice stated a copy of the application would be filed on the Commission's website and would be available by contacting the company.

On April 7, 2022, Cougar Moving filed a document indicating the Notice of Filing would appear in *The Post and Courier* newspaper on April 8, 2022.

On April 14, 2022, ORS filed correspondence with the Commission stating ORS reviewed the application and found Cougar Moving to be in compliance with Commission rules and regulations. ORS also provided the Commission with a tariff comparison chart:

	Description	Unit	Approved Rate	Proposed Rate	Increase Amount	% Increase
Hourly Rates and charges	2 men 1 truck	Per hour	varied based on truck size	\$114.00	N/A	N/A
	Each Additional Mover	Per hour	\$30.00	\$40.00	\$10.00	33.33%
	Each Additional Truck	Per hour	\$15.00	\$40.00	\$25.00	166.67%
Bulky Article Charges	Gun Cabinet 200+lbs	Each	\$100.00	\$125.00	\$25.00	25.00%
	Steel Gun Cabinet 400+ lbs	Each	\$200.00	\$225.00	\$25.00	12.50%
	Steel Gun Cabinet 600+ lbs	Each	\$300.00	\$350.00	\$50.00	16.67%
	Stainless Steel Fridge	Each	\$150.00	\$250.00	\$100.00	66.67%
Promotions (C of C, MUSC, The Citadel, Trident Technical College, CSU, Military)	2 men 1 truck	Per hour	varied based on truck size	\$104.00	N/A	N/A
	Each Additional Mover	Per hour	\$30.00	\$40.00	\$10.00	33.33%
	Each Additional Truck	Per hour	\$15.00	\$40.00	\$25.00	166.67%

Upon request, on April 15, 2022, Cougar Moving provided the following reasons for seeking tariff amendments:

... We are amending our tariff to increase our rates to be more competitive in the market in Charleston, SC. Please see below some of the factors that have prompted the change in rates. Please let us know what else you need from us.

- Increase in employee wages.
- Increase in cost per living in Charleston, SC.
- Increase in rent and utilities.
- Increase in fuel prices.
- Increase of industry competition in the surrounding area and SC.
- Increase in price for industrial vehicles and parts.

On April 28, 2022, the Commission took action to “approve the Application of Cougar Moving Company, LLC to amend its Tariff.” (Commission Directive dated April 28, 2022).

### III. LAW

The Commission is specifically authorized to regulate carriers of household goods and to set their rates and charges: “[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish

enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: “[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier . . . . The rates once established remain in effect until such time when the commission determines the rates are unreasonable.” § 58-23-1010.

The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.

As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

S.C. Code of State Regulations 103-191 (2012).

“Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N . . . shall be just and reasonable.” Reg. 103-192. Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific Order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198.

Every motor carrier of property operating under a Certificate of PC&N and FWA shall provide safe and adequate service, equipment, and facilities for the transportation of property, and shall establish, observe, and enforce just and reasonable regulations and practices relating thereto and to the manner and method of presenting, marking, packing, and delivering property for transportation, the facilities for transportation, and all other matters relating to or connected with the transportation of property.

S.C. Code Ann. Regs. 103-195.

In the exercise of its power to prescribe just and reasonable rates for the transportation of passengers or property by common carriers operating under a Certificate of PC&N, the Commission may give due consideration, among other factors, to the need in the public interest of adequate and efficient transportation service by such carriers at the lowest cost consistent with the furnishing of such service and to the need of such carriers for revenues sufficient to enable them, under economical and efficient management, to provide such service.

S.C. Code Ann. Regs. 103-194.

#### **IV. FINDINGS OF FACT**

1. Cougar Moving provided sufficient justification to the Commission for the request to amend its tariff.
2. ORS determined Cougar Moving is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.
3. After review of the entire record, we find the proposed amendments to the tariff are reasonable.

**V. CONCLUSIONS OF LAW**

1. The Commission has the authority to approve amendments to a motor carrier's tariffs as set forth in Sections 58-23-590 and 58-23-1010 of the South Carolina Code of Laws and Regulation 103-191 of the South Carolina Code of State Regulations.

2. The proposed amendments to the tariff are reasonable pursuant to Regulations 103-191 and 103-192.

**VI. ORDERING PROVISIONS**

**IT IS THEREFORE ORDERED THAT:**

1. The Application of Cougar Moving Company, LLC to amend its tariff is approved.

2. A copy of the Final Amended Tariff shall be attached hereto as Order Exhibit No. 1.

3. This Order shall remain in full force and effect until further Order of the Commission.

**BY ORDER OF THE COMMISSION:**



A handwritten signature in blue ink, appearing to read "Florence P. Belser", is written over a horizontal line.

Florence P. Belser, Vice Chair  
Public Service Commission of  
South Carolina

**Cougar Moving Company L.L.C.**  
**South Carolina Household Goods Tariff**

**REGULATIONS AND SCHEDULE OF CHARGES  
APPLICABLE TO CERTAIN INTRASTATE  
HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**

# Cougar Moving Company L.L.C.

## South Carolina Household Goods Tariff

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# Cougar Moving Company L.L.C.

## South Carolina Household Goods Tariff

### Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Cougar Moving Company L.L.C. These services are furnished between points and places in South Carolina.

## SECTION 1

### 1.0 Transportation Charges

Transportation charges include the hourly rates as listed below.

### 1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time.

<u>Number of Movers:</u>	<u>Hourly Rate:</u>
Labor Only	Not Regulated
Two Movers and Truck	\$114.00
Each Additional Mover	\$40.00 Per/Hour
Travel Charge (less than 45 miles) charge added.	Additional 1.0 Hour travel
Mileage (Over 45 miles)	\$2.25 per mile
Additional Truck Charge	40.00 Per/Hour
Overnight Fee	\$150.00 per night

Customers will be charged a two (2) hour minimum for all moving labor following increments of fifteen (15) minutes additional to the initial two (2) hours.

The hourly rate of charge for the labor, truck, or both as stated above begins when the movers arrive at the shippers location. The hourly rate of charge for the labor rate stated above stops upon the moving team vacating the location of consignment. If the allotted time needed to

# Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

provide the service until its finish falls under two (2) hours the customer will still be charged at a rate of two (2) hours.

## 1.2 Office Hours/ Minimum Hourly Charges:

Cougar Moving Company L.L.C will operate Monday – Friday, 8:00 am – 8:00 pm and Saturday and Sunday from 8:00am – 8:00pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday- Sunday	Two-Hour Minimum Charge
Recognized Federal Holidays	Two- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 5 days of their move, Cougar Moving Company will charge the applicable minimum. If customers reschedule within 5 days of their move, Cougar Moving Company will charge a \$50.00 rescheduling fee. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

The travel charge applies to all moves completed within 45 round-trip miles, calculated by using the distance from Cougar Moving Company LLC's office location to the move origin and adding to it the estimated return mileage from the final move destination back to the office. The amount of time spent driving with goods-in-transit between the move origin and destination (plus additional stops if any) will be billed at the applicable hourly rate. The travel charge incurs a 1.0-hour travel charged billed at the applicable hourly rate. This travel charge covers fuel and travel time spent driving to and from our office location for all local moves with travel of less than 45 round-trip miles. All moves will incur an additional excess mileage fee of \$2.25 per mile per truck for any mileage in excess of 45 round-trip miles.

## SECTION 2

### 2.0 Additional Charges

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

# Cougar Moving Company L.L.C.

## South Carolina Household Goods Tariff

### 2.1 Bulky Article Charges (per item)

- Pool Tables - \$350.00
- Gun Cabinet (400lbs +) - \$225.00
- Ceramic Grill - \$100.00
- Floor Model TV (TUBE TV 48" or above) - \$100.00
- Steel Gun Cabinet (600lbs +) - \$350.00
- Upright Piano - \$100.00
- Flat Screen TV - \$40.00
- Riding Lawn Mowers - \$150.00
- Motorcycle \$150.00
- Gun Cabinet (200lbs +) - \$125.00
- Golf Carts - \$150.00
- Stainless Steel Fridge - \$250.00

### 2.2 Pass Through Charges

A pass through charge will be added onto the invoice if the moving team were to incur a fee while performing a move for the shipper. Example of this would be if a moving team had to drive through a gate and were charged a fee upon entrance. This fee will be attached to the bill of lading and the shipper will be charged accordingly.

### 2.3 Elevator or Stair Carry

Cougar Moving Company L.L.C. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

### 2.4 Excessive Distance or Long Carry Charges

Cougar Moving Company L.L.C. does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

### 2.5 Pick Up and Delivery

Cougar Moving Company L.L.C. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

### 2.6 Packing and Unpacking

Cougar Moving Company L.L.C. does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the price of packing materials. The price of materials can be sent to the shipper upon request.

## **Cougar Moving Company L.L.C.**

### **South Carolina Household Goods Tariff**

Cougar Moving Company L.L.C. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Cougar Moving Company L.L.C. reserves the right to decline any moves consisting of extremely large or fragile items.

## **2.7 Piano Charges**

Cougar Moving Company L.L.C. will not move baby grand pianos. See section 2.1 for upright piano fee

## **2.8 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar items.

## **2.9 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Cougar Moving Company L.L.C.

# **SECTION 3**

## **3.0 Rules and Regulations**

### **3.1 Claims**

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Cougar Moving Company L.L.C. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Cougar Moving Company L.L.C. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

## **Cougar Moving Company L.L.C.**

### **South Carolina Household Goods Tariff**

#### **3.1.1 Standard Valuation**

This coverage is free with the customer move. In the event that anything is lost or damaged during the move, you will be reimbursed at \$0.60 per pound per article. That means if an item is damaged or lost, you are entitled to the value of the item or damage up to a maximum of the weight of the article times \$0.60 per pound. This value is often less than the actual value of your articles.

#### **3.1.2 Full Valuation Coverage**

Cougar Moving Company L.L.C. does provide additional coverage upon request in order to compensate for goods that have been damaged or lost at an amount closer to the declared value or replacement value of the shippers belongings. Cougar Moving Company will charge an additional \$500.00 fee if the shipper elects the full value coverage. Cougar Moving Company L.L.C. offers this coverage through their one million dollar (\$1,000,000) general liability insurance policy, as well as their twenty thousand dollar (\$20,000) cargo insurance policy. The additional full coverage provided upon written request by the customer compensates the total overall cost of the declared value or replacement value of damaged or lost goods less a \$1,000.00 deductible paid by the shipper.

### **3.2 Presentation of Claims**

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, Cougar Moving Company must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site.

If you discover damage after the move, call the office within 30 days of the move.

Cougar Moving Company liability shall not exceed the cost of repairing or replacing the lost or damaged property with material of a like kind and quality. It shall also not exceed the actual cash value of the property at the time and place of loss, but in no event to exceed the released value.

The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or authorized agent of either. When the carrier is directed to unload or to deliver the property (or render any services) at a place at which the consignee or its agent is not present, the property shall be at risk of the owner after unloading or delivery.

## **Cougar Moving Company L.L.C.**

### **South Carolina Household Goods Tariff**

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE ( Made from press board, particle board, engineered wood or ready to assemble)

Ready to assemble furniture is defined as meaning furniture manufactured from pressboard, particle board, engineered wood or similar materials which is shipped from the manufacturer is the knocked down "KD" or knocked down flat "KDF" condition to be assembled by the retail store, reseller or end user. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, eber in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible with creating substantial, un-repairable damage.

When the shipper elects to ship an article as defined above, they will have to sign a waiver acknowledging that Cougar Moving Company is not liable if damage were to occur to the specific article.

No loss or damage claims will be honored until the charges for moving services are paid in full.

### **3.3 Computing Charges**

Cougar Moving Company L.L.C. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

### **3.4 Governing Publications**

Cougar Moving Company L.L.C. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

### **3.5 Items of Particular Value**

Cougar Moving Company L.L.C. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Cougar Moving Company L.L.C. will not accept responsibility for safe delivery of such articles if they come into Cougar Moving Company L.L.C. possession with or without Cougar Moving Company L.L.C. knowledge.

## **Cougar Moving Company L.L.C.**

### **South Carolina Household Goods Tariff**

### **3.6 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of Cougar Moving Company L.L.C. Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

### **3.7 Delays**

Cougar Moving Company L.L.C. shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

## **SECTION 4**

### **4.0 Promotions**

Cougar Moving Company L.L.C. shall apply the following promotions, in a uniform and nondiscriminatory fashion:

#### **4.1 College of Charleston, MUSC, The Citadel, Trident Technical College, Charleston Southern University (Student and Alumni) and active Military personnel.**

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are current or past students of any of the local colleges listed above. The promotional discount will also apply to active military personnel. Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers arrive to the shippers location, and the movers estimate return time to the office location. A two hour minimum will be applied to the discounted move for all A student picture ID or graduation degree must be presented before the move to qualify for the student or Alumni rate. A military ID or badge must be present before the move to qualify for the military discount. The hourly rates and charges are indicated below:

## Cougar Moving Company L.L.C. South Carolina Household Goods Tariff

### Number of Movers:

### Hourly Rate:

Labor Only

Not Regulated

Two Movers and Truck

\$104.00

Each Additional Mover

\$40.00 Per/Hour

Travel Charge (less than 45 miles)

Additional 1.0 Hour travel charge added

Mileage (Over 45 miles)

\$2.25 per mile

Additional Truck Charge

40.00 Per/Hour

Overnight Fee

\$150.00 per night